

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x 1:17-cv-101
ANGEL SANTIAGO,

Plaintiff,

v.

**ANSWER TO THE THIRD
PARTY COMPLAINT**

ID&T/SFX MYSTERYLAND LLC, BETHEL WOODS
CENTER FOR THE ARTS, D&E PARTNERS, INC.,
S&B GROUP ENTERPRISES, LLC, CHRISTIE
LITES LLC, CONTEMPORARY SERVICES
CORPORATION, CSS SECURITY, INC., GREEN
MOUNTAIN CONCERT SERVICES, INC., STRIKE
FORCE PROTECTIVE SERVICES, INC., VENUE
SMART, KEL EXECUTIVE SERVICES, ABC
CORPS. 1-100 (FICTITIOUS ENTITIES), &
JOHN DOES 1-100 (FICTITIOUS NAMES),

Defendants.

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Third-Party Defendant, Bethel Woods Center for the Arts,
Inc. i/s/a Bethel Woods Center for the Arts, by its attorneys,
EUSTACE, MARQUEZ, EPSTEIN, PREZIOSO & YAPCHANYK, answers the
Third Party Complaint of the Third-Party Plaintiff by stating as
follows:

1. Denies, upon information and belief, the allegations of
paragraph 1.

2. Denies having knowledge or information sufficient to form a
belief as to the truth of the allegations of paragraph 2.

3. Denies having knowledge or information sufficient to form a
belief as to the truth of the allegations of paragraph 3.

4. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5.

5. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6.

6. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 7.

7. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8.

8. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 9.

9. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10.

10. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11.

11. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12.

12. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 13.

13. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 14.

14. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 15 and respectfully refers all questions of law to this Honorable Court.

15. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 16 and respectfully refers all questions of law to this Honorable Court.

16. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 17.

17. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 18.

18. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 19.

19. Denies, upon information and belief, the allegations of paragraph 20.

20. Responds to paragraph 21 of the Third Party Complaint by repeating, reiterating, and realleging all responses given to the paragraphs referred to therein with the same force and effect as if herein set forth at length.

21. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 22.

22. Denies, upon information and belief, the allegations of paragraph 23.

23. Denies, upon information and belief, the allegations of paragraph 24.

24. Denies, upon information and belief, the allegations of paragraph 25.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE THIS
ANSWERING THIRD-PARTY DEFENDANT ALLEGES AS
FOLLOWS:**

25. The injuries alleged to have been suffered by the Third-Party Plaintiff were caused, in whole or part, by the conduct of Third-Party Plaintiff. Third-Party Plaintiff's claims therefore are barred or diminished in the proportion that such culpable conduct of Third-Party Plaintiff bears to the total culpable conduct causing the damages.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE THIS
ANSWERING THIRD-PARTY DEFENDANT ALLEGES AS
FOLLOWS:**

26. The injuries and damages alleged in the Third Party Complaint were caused or contributed to by the culpable conduct including contributory negligence, assumption of the risk and/or product misuse of persons over whom this Third-Party Defendant had no authority or control.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE THIS
ANSWERING THIRD-PARTY DEFENDANT ALLEGES AS
FOLLOWS:**

27. Pursuant to CPLR Article 16, the liability of this Third-Party Defendant to the Third-Party Plaintiff for non-economic loss shall not exceed the equitable share of this Third-Party Defendant determined in accordance with the relative culpability of each person/party causing or contributing to the total liability for non-economic loss.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE THIS
ANSWERING THIRD-PARTY DEFENDANT ALLEGES AS
FOLLOWS:**

28. Upon information and belief the causes of action alleged in the Third Party Complaint of the Third-Party Plaintiff fail to properly state, specify or allege a cause of action on which relief can be granted as a matter of law.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE THIS
ANSWERING THIRD-PARTY DEFENDANT ALLEGES AS
FOLLOWS:**

29. That recovery, if any, on the Third Party Complaint of the Third-Party Plaintiff shall be reduced by the amounts paid or reimbursed by collateral sources in accordance with CPLR 4545(c).

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE THIS
ANSWERING THIRD-PARTY DEFENDANT ALLEGES AS
FOLLOWS:**

30. That if it is determined that this Third-Party answering Defendant is responsible for the acts alleged in the Third Party Complaint then Third-Party Plaintiff failed to take appropriate action to mitigate any damages.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE THIS
ANSWERING THIRD-PARTY DEFENDANT ALLEGES AS
FOLLOWS:**

31. The injuries and damages alleged in the Third Party Complaint of the Third-Party Plaintiff were caused or contributed to by Third-Party Plaintiff's culpable conduct in assuming the risk under the conditions and circumstances existing.

AS AND FOR A CROSS-CLAIM FOR CONTRIBUTION AGAINST: ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCE PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES)

32. If any plaintiff recovers against this Third-Party Defendant, then this Third-Party Defendant will be entitled to an apportionment of responsibility for damages between and amongst the parties of this action and will be entitled to recover from each other party for its proportional share commensurate with any judgment which may be awarded to the plaintiff.

AS AND FOR A CROSS-CLAIM FOR COMMON LAW INDEMNITY AGAINST: ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCE PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES)

33. If any plaintiff recovers against this Third-Party Defendant, then this Third-Party Defendant will be entitled to be indemnified and to recover the full amount of any judgment from the ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCES PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES) .

AS AND FOR A CROSS-CLAIM FOR CONTRACTUAL INDEMNITY AGAINST: ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCE PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES)

34. At the time of the accident alleged in the complaint a contract was in effect between this Third-Party Defendant and ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCES PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES).

35. The contract required ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCES PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES) to indemnify and, or hold harmless this Third-Party Defendant for all claims, losses, liability and damages for any injury to any person.

36. ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCES PROTECTIVE SERVICES, INC., VENUE SMART, KEL

EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES)breached the contract and are obligated to indemnify this Third-Party Defendant for any judgement or settlement obtained by any plaintiff in this action including defense costs and attorneys' fees.

AS AND FOR A CROSS-CLAIM FOR BREACH OF CONTRACT FOR FAILURE TO NAME ON INSURANCE POLICY AGAINST: ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCE PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES)

37. At the time of the accident alleged in the complaint a contract was in effect between this Third-Party Defendant and ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCES PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES).

38. The contract required ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCES PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS

ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES) to purchase liability insurance for the benefit of this Third-Party Defendant.

39. ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCES PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES) failed to purchase the insurance required and thereby breached the contract.

40. By reason of the foregoing, ID&T/SFX MYSTERYLAND LLC, D&E PARTNERS, INC., S&B GROUP ENTERPRISES, LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN CONCERT SERVICES, INC., STRIKE FORCES PROTECTIVE SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES, ABC CORPS. 1-100 (FICTITIOUS ENTITIES) & JOHN DOES 1-100 (FICTITIOUS NAMES) are liable to this Third-Party answering Defendant for all damages resulting from the breach including defense costs and attorneys' fees.

WHEREFORE, this Third-Party Defendant demands judgment dismissing the Complaint, together with costs and disbursements, and in the event any judgment or settlement is recovered herein against this Third-Party Defendant, then this Third-Party Defendant further demands that such judgment be reduced by the amount which is proportionate to the degree of culpability of

any plaintiff, and this Third-Party Defendant further demands judgment against each other party on the respective crossclaims and/or counterclaims.

DATED: September 26, 2017
New York, New York

Yours, etc.

EUSTACE, MARQUEZ, EPSTEIN,
PREZIOSO & YAPCHANYK
Attorneys for **Third-Party
Defendant**
**BETHEL WOODS CENTER FOR THE ARTS,
INC. I/S/A BETHEL WOODS CENTER FOR
THE ARTS**

Office and Post Office Address
55 Water Street, 29th Floor
New York, New York 10041
(212) 612-4200

By:

A handwritten signature in dark ink, appearing to read "John Marquez", is written over a horizontal line.

John R. Marquez (JRM-3623)

To:

Piekarsky & Associates, LLC
Attorneys for Plaintiff,
Angel Santiago
191 Godwin Avenue, Suite 9
Wyckoff, NJ 07481

Havkins Rosenfeld Ritzert & Varriale, LLP
Attorneys for Defendant,
ID&T/SFX Mysteryland, LLC
One Battery Park Plaza, 6th Floor
New York, New York 10004

Litchfield Cavo LLP
Attorneys for Defendant, Contemporary Services Corporation
420 Lexington Avenue, Suite 2104
New York, New York 10170

Morris Duffy Alonso & Faley
Attorneys for Defendant,
CSS Security, Inc.
2 Rector Street, 22nd floor
New York, New York 10006

D & E Partners, Inc.
(No appearance yet)

S & B Group Enterprises, LLC.
(No appearance yet)

Christie Lites LLC
(No appearance yet)

Green Mountain Concert Services, Inc.
(No appearance yet)

Strike Force Protective Services, Inc.
(No appearance yet)

Venue Smart
(No appearance yet)

Kel Executive Services
(No appearance yet)

1:17-cv-101

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANGEL SANTIAGO,

Plaintiff,

-against-

ID&T/SFX MYSTERYLAND LLC, BETHEL WOODS CENTER FOR
THE ARTS, D&E PARTNERS, INC., S&B GROUP ENTERPRISES,
LLC, CHRISTIE LITES LLC, CONTEMPORARY SERVICES
CORPORATION, CSS SECURITY, INC., GREEN MOUNTAIN
CONCERT SERVICES, INC., STRIKE FORCE PROTECTIVE
SERVICES, INC., VENUE SMART, KEL EXECUTIVE SERVICES,
ABC CORPS. 1-100 (FICTITIOUS ENTITIES), & JOHN DOES
1-100 (FICTITIOUS NAMES),

Defendants.

**ANSWER TO THIRD PARTY COMPLAINT, NOTICE PURSUANT TO CPLR 2103,
DEMAND FOR VERIFIED BILL OF PARTICULARS AND COMBINED DISCOVERY
DEMANDS AND NOTICE OF DEPOSITION**

EUSTACE, MARQUEZ, EPSTEIN, PREZIOSO & YAPCHANYK
Attorneys for Defendant
**Bethel Woods Center for the Arts, Inc. i/s/a Bethel Woods Center
for the Arts**
Office and Post Office Address
55 Water Street, 29th Floor
New York, New York 10041
(212) 612-4200